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TARGET CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DONNA CATHERINE WONG,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

TARGET CORPORATION, a Delaware
corporation; and DOES 1 through 20,
inclusive,

Defendants.

No. C-06-5398-WDB

**STIPULATION TO MAKE CONFORMING
CHANGES TO CLASS NOTICE; ORDER
RE: SAME**

STIPULATION

Plaintiff Donna Catherine Wong and defendant Target Corporation (“Target”), by and through their respective counsel of record, hereby stipulate and respectfully request that the Court permit the following conforming changes to the Class Notice of the parties’ class action settlement:

1. On December 28, 2007, the parties’ filed their joint motion for preliminary approval of the class action settlement in this case. (Docket No. 59.) Included with the joint motion were the parties’ Settlement Agreement (Docket No. 60, Exh. 1), the parties’ proposed Notice of Proposed Settlement of “Personal Holiday” Class Action; Conditional Certification of Settlement Class; Preliminary Court of Approval of Settlement; and Hearing Date for Final Court Approval (Docket No. 60, Exh. 1, Exh. A), which includes the Settlement Share Statement and Correction to Settlement Share Statement form (collectively the “Class Notice”), and the Election Not to Participate in Settlement form, which included a notarization (Docket No. 60, Exh. 1, Exh. B).

2. On April 7, 2008, the Court gave preliminary approval to the parties’ settlement (Docket No. 72). On the same day, the Court approved a modified Class Notice and Election Not to Participate that were based in large part on the parties’ submission. (Docket No. 73).

3. In the course of preparing the settlement papers, Rust Consulting, the Court-appointed Settlement Administrator, and the parties became aware of an ambiguity in the terms of the Class Notice that is potentially inconsistent with the terms of the parties’ Settlement Agreement as approved by the Court. Specifically:

a. Paragraph III.B.1 of the parties’ Settlement Agreement provides that the *pro rata* Settlement Share due to each participating member “will be the product of (i) that Participating Class Member’s total number of Work Weeks, (ii) divided (to the fifth decimal place) by the aggregate sum of all Participating Class Members’ total number of Work Weeks, and (iii) multiplied by the Net Settlement Amount, provided that no Participating Class Member will receive less than a \$5 Settlement Share.” Paragraph I.W of the Settlement Agreement defines “Work Weeks” as “the number of calendar weeks, running from Sunday to Saturday and rounded up or down to the nearest whole week, during which the Class Members worked for Target in the State of California at any period of time on or before December 31, 2006.” The parties understand Paragraph I.W and III.B.1 to require the inclusion of *any*

workweeks participating class members may have worked for Target in the State of California in the calculation of their respective Settlement Share regardless of whether those workweeks fall within the class period, *i.e.* July 31, 2002, to December 31, 2006.

b. In several places, however, the Class Notice can be read to limit the number of workweeks used in calculating the Settlement Share to those that fall within the class period.

4. Because it was the parties' intent to include in the calculation of the Settlement Share all workweeks rather than only those workweeks during the class period, the parties have modified the Class Notice as set forth Exhibit A to this stipulation. Modifications or new text are underscored and deleted text is ~~stricken out~~. The parties request that the Court grant the parties' stipulation to conform the class notice and related forms to reflect the Settlement Agreement's formula for calculation of the Settlement Share and the parties' intent.

5. In addition, the parties modified the Class Notice to reflect properly the name of the Labor and Workforce Development Agency, which was inadvertently identified as the Labor Workforce Development Agency. The additional "and" is underscored in Exhibit A.

6. Finally, the parties modified the notarization sheet in the Election Not to Participate in Settlement to conform to the recent statutory changes enacted by Assembly Bill 886 to the required form of notarized papers. *See* 2007 Cal. Stat., ch. 399, § 2 (amending California Civil Code section 1189).

7. Except for the above-noted modifications, the Class Notice and Election Not to Participate in Settlement remain substantively identical to the forms adopted by the Court on April 7, 2008, as evidenced by the Settlement Administrator's proof attached as Exhibit B to this Stipulation, which includes the parties' proposed conforming changes.

8. The parties respectfully request that the Court grant their stipulation to make conforming changes to the Class Notice, Settlement Share Statement, Correction to Settlement Share Statement, and Election Not to Participate in Settlement forms.

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1 Dated: May 1, 2008.

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PETER M. HART
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5 By: _____
Gregory N. Karasik
6 Attorneys for Plaintiff Donna Catherine Wong

7 Dated: May 1, 2008.

JEFFREY D. WOHL
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10 By: _____
Rishi N. Sharma
11 Attorneys for Defendant Target Corporation

ORDER

On the parties' stipulation, and good cause appearing therefor,

IT IS SO ORDERED.

Dated: May 6, 2008.



Wayne D. Brazil
United States Magistrate Judge